

by the Guarantor and the Lender to express their understanding and agreement, and is not to be strictly construed against either of them.

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IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty under seal as of the date first above written.

Louis A. Gencarelli, Sr.

SCHEDULE 7.26 HAS NOT BEEN INCLUDED TO PROTECT PRIVACY AND
CONFIDENTIALITY WITH RESPECT TO EMPLOYEE MATTERS.

Schedule 7.33

GUARANTY OF FINANCIAL CAPACITY

February __, 2004

Wendy's International, Inc., in connection with (i) the Asset Purchase Agreement dated as of February __, 2004 ("Agreement"), by and among Bess Eaton Donut Flour Co., Inc. and Louis A. Gencarelli, Sr., collectively as Vendor, and Tim Hortons (New England), Inc., as purchaser (the "Prospective Purchaser"), and (ii) the two cases under Chapter 11 of the United States Bankruptcy Code to be filed on or before March 2, 2004, in the U.S. Bankruptcy Court for the District of Rhode Island with Bess Eaton Donut Flour Co., Inc. and Louis A. Gencarelli, Sr., respectively, as debtors in possession ("Debtor[s]"), hereby guarantees to each Debtor, as its interests may appear in the Agreement, the financial capacity and corporate authority of the Prospective Purchaser to perform all legally enforceable obligations undertaken in the Agreement.

The Guarantor waives no suretyship defense of the Guarantor or any claim or defense of the Prospective Purchaser.

This Guaranty terminates upon the earliest to occur of (a) the closing of the transactions contemplated by the Agreement on the Closing Date as defined in the Agreement, (b) the termination of the Agreement by the Prospective Purchaser as permitted by the Agreement and (c) and May 17, 2004.

Notices hereunder, if any, should be sent to the undersigned at One Dave Thomas Blvd, Dublin, Ohio 43017, attention General Counsel.

WENDY'S INTERNATIONAL, INC.

By

Its

SCHEDULE 8.1(k)

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT (the "Agreement") is made as of _____, 2004, between TIM HORTONS (NEW ENGLAND) INC., a corporation incorporated under the laws of Florida (the "Company") and Louis A. Gencarelli, Sr. ("Shareholder") and Bess Eaton Donut Flour Co., Inc., a company incorporated under the laws of Connecticut ("Bess Eaton").

Shareholder, Bess Eaton and the Company are parties to an Asset Purchase Agreement, dated _____, 2004 (the "Purchase Agreement") under which the Company has agreed, subject to certain conditions including the execution and delivery of this Agreement by Shareholder and Bess Eaton, to acquire substantially all of the assets of Bess Eaton, which will benefit Shareholder and Bess Eaton. Bess Eaton is engaged in a quick service coffee and bake shop business, selling coffee, specialty coffees, soft drinks, tea, juice, water, hot chocolate, and other non-alcoholic beverages, sandwiches breads, baked goods (including without limitation, donuts, muffins, cookies, pastries, bread, cinnamon buns, bagels, or similar products known by another name) (the "Business"). Shareholder is the sole shareholder and a director and executive officer of Bess Eaton. To induce the Company to consummate the transactions contemplated by the Purchase Agreement and for the other additional consideration specified in the Purchase Agreement, Shareholder and Bess Eaton are entering into this Agreement. Each of Shareholder and Bess Eaton acknowledges and agrees that the restrictive covenants assumed by him or it in this Agreement are reasonable and essential to the Business purchased in the context of the other benefits contemplated by the Purchase Agreement.

Accordingly, the parties agree as follows:

1. **Covenants of Shareholder.** Shareholder and Bess Eaton jointly and severally covenant and agree to perform and abide by the following covenants for the periods specified below:

(a) **No Competition.** For a period of five years beginning on the date of this Agreement (which period will be extended by a period equal to the aggregate of any periods in which Shareholder or Bess Eaton are not in compliance with the provisions of this Agreement; including any such extension, the "Restricted Period"), Shareholder and Bess Eaton will not, directly or indirectly, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by or in any way associated with or render services or advice to, the Business or any other business whose products or activities compete in whole or in part with the products or activities of the Business as described above, in the states of Connecticut, Massachusetts or Rhode Island.

(b) **No Solicitation.** During the Restricted Period, , Shareholder and Bess Eaton jointly and severally covenant that they will not, directly or indirectly, either on their own behalf or or on behalf of any other person or entity: (i) induce or attempt to

induce any employee of the Company (or any successor or assignee of the Company) to leave his or her employment with the Company or such successor or assignee; (ii) employ, or otherwise engage as an employee, independent contractor or otherwise, any person who then is or within the then preceding six months was an employee of the Company (or any successor or assignee of the Company; (iii) to divert or take away (or attempt to divert or take away) any business from the Company, or to induce or attempt to induce any customer, supplier, licensee or business relation of the Company (or any successor or assignee of their Company) to cease doing business with, or to reduce the amount of business it does with, the Company (or any successor or assignee of the Company), or in any way interfere with the relationship between any customer, supplier, licensee or business relation of the Company (or any successor or assignee of the Company); or (iv) to attempt to do any of the foregoing things or assist any other person or entity to do any of the foregoing things.

(c) **Confidentiality.** Except as required by court order or applicable laws and then only on opinion of legal counsel, Shareholder and Bess Eaton further jointly and severally covenant and agree that Shareholder and Bess Eaton shall not, from the date of this Agreement and forever afterward, without the prior approval of the Company, use or disclose to any person, firm, corporation or other entity any "Confidential Information" of the Company or the Business whether that information was acquired by the Company from Bess Eaton or Shareholder or whether Shareholder has this information in his memory or embodied in writing or other physical form. For purposes of the foregoing sentence, the term "**Confidential Information**" includes customer lists, sales and manufacturing information, business and trade secrets, historical financial statements, journals, ledgers, financial projections and budgets, capital spending budgets and plans, income or other tax returns, forms submitted to any governmental entity (unless information contained in the forms is deemed public information), names and backgrounds of key personnel, personnel training and techniques and materials and information that it not readily available to competitors of the Company or its Affiliates, any part of any of the foregoing, and all information contained therein, but excluding information within the public domain or that comes within the public domain in the future through no act or fault of Shareholder or Bess Eaton. Shareholder and Bess Eaton agree to deliver to the Company at the time of signing this Agreement, or at any other time the Company may request, any and all Confidential Information associated solely with the Business that Shareholder or Bess Eaton may then possess or have under his or its control.

2. **Period and Scope of Covenants.** If Shareholder or Bess Eaton breaches any covenant in this Agreement, in addition to the other remedies available to the Company, the term of the covenant will be extended by the period of the duration of the breach. The Company shall be entitled (without limitation of any other remedy) to specific enforcement and/or injunctive relief with respect to any breach or threatened breach of the covenants of this Agreement. The parties intend the covenants to be enforced to the maximum extent possible. In the event that a court of competent jurisdiction determines that any of the provisions of this Agreement would be unenforceable as written because they cover too extensive a geographic area, too broad a range of activities, or too long a period of time, or otherwise, then these provisions will automatically be modified to cover the maximum geographic area, range of activities, and period of time as

may be enforceable, and in addition, the court is expressly authorized so to modify this Agreement and to enforce it as so modified. No invalidity or unenforceability of any part of this Agreement will affect the validity or enforceability of any other part.

3. **New Employment.** The Company may serve upon each employer of Shareholder notice that Shareholder is bound by this Agreement and furnish to each employer of Shareholder a copy of this Agreement.

4. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

To the Company:

4150 Tuller Road
Suite 236
Dublin, Ohio
43017

Attention:
Fax:

With a Copy To:

The TDL Group Corp.
874 Sinclair Road
Oakville, Ontario
L6K 2Y1

Attention: General Counsel
Fax: (905) 845-2931

To Shareholder and Bess Eaton:

2 Kidds Way
Westerly, Rhode Island

With a Copy To:

Joseph Ferrucci
Ferrucci, Russo P.C.
55 Pine Street
Providence, Rhode Island 02903
Fax: (401) 455-7778
and a copy to:

Cary J. Coen
Winograd, Shine, Zacks, PC.
123 Dyer Street,
Providence, RI, 02903
Fax: (401) 272-5728

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day) or, if mailed, on the third business day following the date of mailing.

Any party may change that party's address by prior written notice to the other parties.

5. **Expenses.** Each party to this Agreement shall pay that party's respective expenses, costs and fees (including professional fees) incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and completion of the transactions contemplated by this Agreement.

6. **Entire Agreement.** This Agreement taken together with the agreements referred to in this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether written or oral.

7. **Counterparts.** This Agreement may be executed in original or by facsimile in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

8. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

9. **No Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement, and do not inure to the benefit of, or confer rights upon, any third party other than the Affiliates of the Company.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

11. **Applicable Law.** This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the internal laws of the Commonwealth of Massachusetts, excluding principles of conflicts or choices of law. Each of the parties hereto, with respect to any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, irrevocably (i) submits to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and the federal courts located in the Commonwealth of Massachusetts; (ii) waives any objection which he or it may have at any time to the laying of venue of any such suit, action or proceeding in any such court and any claim that any such court is an inconvenient forum; and (iii) waives the right to a determination by a jury of any matter at issue in any such suit, action or proceeding.

12. **Assignment and Benefits.** No party to this Agreement may assign or transfer this Agreement, without the prior written consent of all parties to this Agreement, except that the Company may assign all or part of the Company's interest in this Agreement to one or more persons or entities controlling, controlled by or under common control with the Company or to any successor, either directly or indirectly, by merger, liquidation, consolidation, sale of stock, change of control, operation of law or other means, or to any purchaser of the Company. Any assignment of the obligations of this Agreement will not release the assignor from the duty to perform that person's obligations under this Agreement. This Agreement will be binding upon,

inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of each of the parties to this Agreement.

13. **Equitable Remedies.** Each of Shareholder and Bess Eaton hereby acknowledges that any breach by him or it of his or its obligations under this Agreement would cause substantial and irreparable damage to the Company, for which money damages would be an inadequate remedy; and so acknowledges and agrees that the Company will be entitled to an injunction, specific performance, and other equitable relief to prevent the breach of these obligations (in addition to all other rights and remedies to which it may be entitled).

This Agreement is signed as an agreement under seal as of the date first written above.

TIM HORTONS (NEW ENGLAND) INC.

By: _____
Its:

"Company"

Louis A. Gencarelli, Sr.

"Shareholder"

BESS EATON DONUT FLOUR CO., INC.

By: _____
Its:

"Bess Eaton"

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDING AGREEMENT is made as of the 23rd day of April, 2004

Recitals:

1. Tim Hortons (New England), Inc. ("Tim Donut"), Bess Eaton Donut Flour Co., Inc. ("Bess Eaton") and Louis A. Gencarelli, Sr. ("Gencarelli") entered into an Asset Purchase Agreement dated as of the 27th day of February, 2004 which agreement as amended to date (including without limitation the amendments effected by the two attached letters, both dated April 21, 2004) is referred to herein as the APA.
2. Tim Donut wishes to amend the APA on the basis set out herein with capitalized terms not otherwise defined having the meaning attributed thereto in the APA.

This Amending Agreement witnesses that for good and valuable consideration the parties agree to amend the APA as follows:

1.
 - (a) Section 1.1 is amended by deleting Subparagraph 1.1(tt);
 - (b) Section 1.14 of the APA is amended by deleting the references to and description of Schedules 3.2(b), 7.25A and 7.25B.
2. The APA is amended by:
 - (a) deleting from Schedule 2.1(f) the contracts with Dell, Cox, IOS and Pitney Bowes (the "Excluded Contracts"); and
 - (b) amending Section 3.1 by adding after "\$126,768" the following phrase:

"; (iii) in conjunction with rejecting the Excluded Contracts, the amount necessary to be paid to cover claims for damages resulting from rejection of the Excluded Contracts."
3. Section 2.1(g) of the APA is amended by inserting in the second to last line after "Schedule 5.17" and before ", the ("Assumed Licenses")" the phrase "and the rights in computer software described in Section 2.1(i)"
4. The APA is amended by adding to Section 2.1(listing the Bess Eaton Assets), a new Subsection (m) as follows:
 - (m) ***Additional Assumed Contracts*** The contracts listed in the Schedule of Additional Assumed Contracts contained in the Bankruptcy Case Notice of Amendment of Schedule of Contracts and Leases to be Assumed dated April 1, 2004.

5. (a) Section 3.2 of the APA is deleted and replaced with the following:

3.2 Gencarelli Assets Purchase Price. The purchase price payable to Gencarelli for the Gencarelli Assets (the “Gencarelli Assets Purchase Price”) shall, before deducting any price adjustments identified in the Purchaser’s letter of April 21, 2004, but subject to adjustments pursuant to Sections 3.7 and 7.16, be \$34,587,847, less the Deposit referenced in Section 3.4, payable on Closing.

- (b) Schedule 3.2(b) of the APA is deleted.

6. Section 3.3(b) of the APA is amended by:

- (a) deleting the number “\$25,278,175” and replacing it with “\$34,587,847”;
- (b) deleting “; and” and inserting “.”.

7. Section 3.3(c) of the APA is deleted.

8. Schedule 3.5 of the APA is replaced with the attached Schedule 3.5.

9. Section 3.7 of the APA is amended by deleting the reference to “Section 7.5(d)” and replacing it with “Section 7.5(c)”.

10. Section 7.25 of the APA is deleted.

11. Section 7.28 of the APA is deleted.

12. Section 11.11 of the APA is hereby amended and restated to read in its entirety as follows:

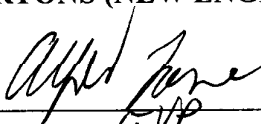
“11.11 Limitation on Obligation to Indemnify.

- (a) In the event that the Vendor is required to indemnify and save harmless the Purchaser and its directors, officers, employees, and agents pursuant to Section 11.1(a), 11.1(b) (but only to the extent that Section 11.1(b) relates to covenants that by their terms were to have been performed in full prior to the Closing and the Effective Time), 11.1(c), 11.1(g), 11.1(h), 11.1(i), 11.1(j), or 11.1(l) (but only to the extent that Section 11.1(l) relates to any of the foregoing) in respect of any Loss suffered or incurred, the liability of the Vendor therefor shall not arise (i) unless a claim for indemnification is made within six months after the Closing, and (ii) until the aggregate of all claims for indemnity made by the Purchaser exceed \$50,000; and in such event, the aggregate liability of the Vendor for indemnification claims subject to this Section 11.11(a) shall be limited to \$500,000, excluding applicable interest.

- (b) In the event that the Purchaser is required to indemnify and save harmless the Vendor and its directors, officers, employees, and agents pursuant to Section 11.2(a), 11.2(b) (but only to the extent that Section 11.2(b) relates to covenants that by their terms were to have been performed in full prior to the Closing and the Effective Time), or 11.2(d) (but only to the extent that Section 11.2(d) relates to any of the foregoing) in respect of any Loss suffered or incurred, the liability of the Purchaser shall not arise (i) unless a claim for indemnification is made within six months after the Closing, and (ii) until the aggregate of all claims for indemnity made by the Vendor exceed \$50,000; and in such event, the aggregate liability of the Purchaser for indemnification claims subject to this Section 11.11(b) shall be limited to \$500,000, excluding applicable interest.
- 13. The Mystic location will be subject to an escrow agreement as contemplated by Section 7.15 of the APA. The employees at such site are being hired by the Purchaser and the temporary trailer used at such location is part of the Bess Eaton Assets. From the Closing Date until the earlier of (a) the Mystic location being purchased by the Purchaser or (b) the Mystic premises and the lease therefor becoming an Excluded Asset and an Excluded Liability, the Purchaser shall operate a temporary Tim Hortons or Bess Eaton restaurant from the trailer on behalf of Bess Eaton pursuant to terms whereby the Purchaser shall receive all revenues from sales at such location and shall bear all expenses of operating such location, including reimbursing Bess Eaton for rent paid by Bess Eaton for such location, prorated for the period when this arrangement is in effect, provided that if the Mystic location is not purchased by the Purchaser then the amount of any proceeds paid from business interruption insurance owned by Bess Eaton and concerning such site shall be paid to Bess Eaton.
- 14. Subject to the terms of Section 12 hereof, the Purchaser reserves all rights to claim indemnification under the APA in respect of the alleged breaches of the APA of which it has notified the Vendor to date, and otherwise in accordance with the terms of the APA as hereby amended.
- 15. In all other respects the APA remains in full force and effect unamended.

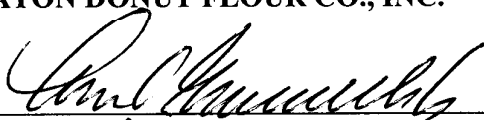
IN WITNESS WHEREOF this Amending Agreement has been executed by the parties as an agreement under seal.

TIM HORTONS (NEW ENGLAND), INC

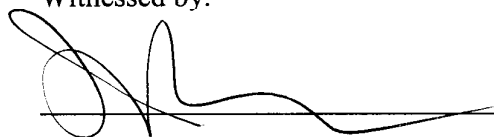
By: 
Its: BVP

By: _____
Its: _____

BESS EATON DONUT FLOUR CO., INC.

By: 
Its: president

Witnessed by:




LOUIS A. GENCARELLI, SR.

Tim Hortons (New England), Inc.
4150 Tuller Road
Suite 236
Dublin, Ohio 43017

April 21, 2004

Bess Eaton Donut Flour Co., Inc.
c/o Louis A. Gencarelli, Sr.
2 Kidds Way
Watch Hill, Rhode Island 02891

Louis A. Gencarelli, Sr.
2 Kidds Way
Watch Hill, Rhode Island 02891

Dear Sirs:

**Re: Asset Purchase Agreement dated
February 27, 2004 (the "APA")**

We refer to our letter of March 31, 2004 pursuant to Section 7.4 of the APA with respect to environmental matters.

With respect to the environmental issues relative to store 902 we confirm our agreement as follows:

1. The underground storage tank on the site will be removed by and at the expense of Mr. Gencarelli as soon as possible and soil around the removed tank will be tested as required by appropriate environment testing standards.
2. This soil testing on the site for store 902 will be done on behalf of and at Mr. Gencarelli's expense as soon as possible this week and lab results obtained on an expedited basis.
3. Any contaminated soil on site 902 identified by this testing will be removed at the expense of Mr. Gencarelli.
4. All costs required, if any, to remediate to applicable environmental compliance standards will be borne by Mr. Gencarelli.
5. A report addressed to the Purchaser of the tank removal and all testing shall be prepared and submitted to the Purchaser by Mr. Gencarelli's consultants as soon as possible.

- 2 -

6. If Mr. Gencarelli does not take the actions outlined above we shall have the right to take all such steps and claim indemnification for all costs pursuant to Section 11 of the APA (without any deductible being applicable) and set off such costs against the balance owing on the promissory note payable to Mr. Gencarelli or recover such amounts from either Vendor.

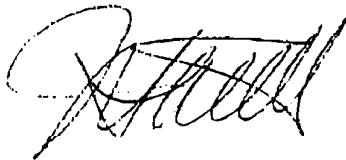
For purposes of Section 5.35 of the APA we have agreed that the Vendors will not install the new septic system at store 919 as contemplated by the APA but instead we will receive an adjustment to the purchase price for \$25,000.

Please confirm your agreement to the above by signing and returning a copy of this letter.

Yours very truly,

TIM HORTONS (NEW ENGLAND), INC.

Per:

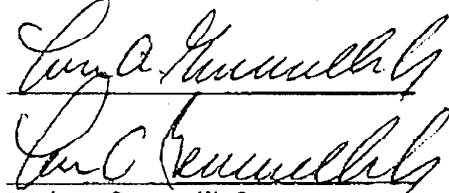


Meredith F. Michetti, Solicitor

Acknowledged and agreed.

April 21, 2004

Bess Eaton Donut Flour Co., Inc.



Louis A. Gencarelli, Sr.

April 21, 2004

Winograd, Shine & Zacks, P.C.
123 Dyer Street
Providence, R.I. 02903

Attention: Diane Finkle, Esq.

Ferrucci Russo P.C.
55 Pine St.
Providence, Rhode Island 02903

Attention: Joseph Ferrucci, Esq.

Bess Eaton Creditors Committee
c/o Hanify & King
1 Beacon Street
Boston, MA 02109-3107

Attention: Harry Murphy, Esq.

**Re: Asset Purchase Agreement dated February 27, 2004
between Bess Eaton, Louis Gencarelli and
Tim Hortons (New England), Inc. (the "APA")**

As contemplated by paragraphs 8 and 9 of the Order of The Honorable Judge Votolato of March 18, 2004:

1. We confirm that the adjustments to the aggregate Purchase Price under the APA which we believe we are entitled to make are:
 - (a) A reduction of \$90,200 in respect of Section 7.4 items (being a reduction to the Gencarelli Assets Purchase Price). This amount represents the excess over \$150,000 of the \$240,200 aggregate of
 - (i) the Environmental Cost Estimate of \$175,200 for site 946 as identified in our letter of March 31, 2004;
 - (ii) after reviewing the additional environmental report provided by Bess Eaton on April 20, 2004 in respect of site 918, estimated costs of \$15,000 for site 918 for follow up actions with DEM and in response to anticipated requests for repeat testing;
 - (iii) the Other Estimated Costs (geotechnical issues) of \$50,000 as identified in our letter of March 31, 2004.

- 2 -

- (b) A reduction to the Gencarelli Assets Purchase Price of \$25,000 towards the cost of installation of a septic system at store 919, which the Vendors had previously agreed to install pursuant to Section 5.35 of the APA which we will now install.
2. After the foregoing reductions the portion of the Gencarelli Assets Purchase Price payable on Closing is reduced by \$115,200 to \$25,162,975 for a total Gencarelli Assets Purchase Price of \$25,162,975 payable on Closing and \$3,198,175 (exclusive of interest) to be evidenced by a promissory note.
 3. The Bess Eaton Assets Purchase Price remains unchanged.
 4. We confirm that all conditions of closing under the APA relating to financing or due diligence issues or the need for third-party or regulatory consents or agreements have been satisfied, or waived by Tim Hortons (New England), Inc.

While the conditions to Closing are waived, pursuant to Section 7.31 of the APA we reserve our rights to seek indemnification for the breaches of the APA regarding items including septic systems, wells, missing non-disturbance agreements, title and insurance matters identified in our letter of April 21, 2004.

Yours very truly,

TIM HORTONS (NEW ENGLAND), INC.

Per:



Meredith F. Michetti, Solicitor

Schedule 3.5

BE PURCHASE PRICE ALLOCATION

Final April 23

2.1 Bess Eaton Assets

\$

a	Leasehold Improvements	3,883,857
b	Machinery, Equipment and Furniture owned	2,400,000
c	Vehicles leases	1
d	Inventories	250,000
e	Prepaid Expenses	
f	Agreements	
g	Licenses and Permits	
h	Intellectual Property	1
i	Computer Software	
j	Books and Records	
k	Insurance Proceeds Receivable	78,838
l	Goodwill	1
m	Non-compete	25,000
		<u>6,637,698</u>

2.2 Gencarelli Assets

a, e	19 sites where the building, land and goodwill are owned:	
	land	3,168,000
	buildings	7,975,000
	site goodwill	21,278,702
b	6 ground leases:	
	buildings	1,941,143
c	leases or subleases between Gencarelli & BE	1
d	leases between Gencarelli as landlord and the third party t	1
f	Groton land	225,000
g	interest on installment sale note	-
h	Non-compete	50,000
		<u>34,637,847</u>
		<u>41,275,545</u>

PAYABLE AS FOLLOWS:

1 Closing	BE	6,637,698
	LG	34,637,847
2 Installment LG		-
		<u>41,275,545</u>

BE PURCHASE PRICE ALLOCATION

		Final April 23
<u>2.1 Bess Eaton Assets</u>		\$
a	Leasehold Improvements	3,883,857
b	Machinery, Equipment and Furniture owned	2,400,000
c	Vehicles leases	1
d	Inventories	250,000
e	Prepaid Expenses	
f	Agreements	
g	Licenses and Permits	
h	Intellectual Property	1
i	Computer Software	
j	Books and Records	
k	Insurance Proceeds Receivable	78,838
l	Goodwill	1
m	Non-compete	25,000
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<u>2.2 Gencarelli Assets</u>		
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d	leases between Gencarelli as landlord and the third party	1
f	Groton land	225,000

g	interest on installment sale note	-
h	Non-compete	<u>50,000</u>
		<u>34,637,847</u>
		<u><u>41,275,545</u></u>

PAYABLE AS FOLLOWS:

1 Closing	BE	6,637,698
	LG	34,637,847
2 Installment LG		<u>-</u>
		<u><u>41,275,545</u></u>